

THE HONORABLE GINA MCCARTHY, ADMINISTRATOR

U.S. ENVIRONMENTAL PROTECTION AGENCY
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MARBLEHEAD, MASSACHUSETTS
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U.S. ENVIRONMENTAL PROTECTION AGENCY
MARBLEHEAD OFFICE
MARBLEHEAD, MASSACHUSETTS

United States Senate

COMMITTEE ON
HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS
WASHINGTON, DC 20510-6250

January 14, 2014

Via email (scales.wuanisha@epa.gov) and U.S. Mail

The Honorable Gina McCarthy
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Dear Administrator McCarthy:

The Environmental Protection Agency ("EPA") has the important key mission "to protect human health and the environment." The EPA work force is critical in achieving that mission. I write to learn more about the work force employed by the EPA. Specifically, I am interested in the number of employees each year who have hours where they are absent without leave, or "AWOL."

Please provide the following information by February 5, 2014 for Fiscal Years 2008 to 2013:

1. the agency's definition of AWOL, including any changes made to the policy during the specified years;
2. an explanation of how AWOL is recorded by the agency, including whether AWOL hours are recorded distinctly from Leave Without Pay (LWOP) or other personnel statuses in payroll records;
3. any penalties for employees who are AWOL without agency approval, and a description of who determines such penalties at the agency;
4. the number of employees currently AWOL at your agency;
5. the annual number of total reported AWOL hours for all agency employees;
6. the annual number of employees who have been deemed AWOL during the specified years;
7. the total annual number of employees at the agency in each year for which information is requested;
8. the total annual number of hours worked by all employees at the agency;

If possible, please provide the above requested information by department or sub-agency.

Thank you for your prompt attention to this request. If you have any questions, please contact David Demirbilek at (202) 224-9873 or by email at david_demirbilek@hsgac.senate.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Coburn". The signature is stylized with a large, sweeping "T" and a cursive "Coburn".

Tom A. Coburn, M.D.

Ranking Member

Committee on Homeland Security and Governmental Affairs



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

APR 15 2014

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

The Honorable Tom A. Coburn, M.D.
Ranking Member
Committee on Homeland Security
and Governmental Affairs
United States Senate
Washington, D.C. 20510

Dear Senator Coburn:

Thank you for your January 14, 2014, letter regarding absent without leave policies, definitions and numbers of participants at the U.S. Environmental Protection Agency. I appreciate the opportunity to clarify the agency's policies and processes regarding absent without leave status for our workforce.

The EPA Leave Manual, Chapter 4, "Absence Without Pay" (dated 1987) includes the definition of Absent Without Leave (AWOL) as: "absent from duty without having the absence approved." The AWOL policy includes that upon returning to duty, the employee must explain to the immediate supervisor at the earliest practicable time, the cause of the absence and the reason for his/her failure to obtain approval to be absent. In addition, when an employee has been notified in writing that a medical certificate is required to support all sick leave requests, and absents himself/herself from duty without furnishing a medical certificate, the absence will be charged as absence without leave. There have been no changes to the policy during the specified years.

To account for time charged as absence without leave, the EPA time reporting system uses the transaction reporting code of "AWOLV". The EPA charges AWOL in fifteen minutes increments, the minimum length of absence programmed into the EPA time and attendance system. Leave Without Pay, unlike Absence Without Leave, is an approved absence and is recorded in a distinctly different manner in the EPA payroll system with a transaction reporting code of LVWOP.

The EPA's Conduct and Discipline manual (EPA Order 3120.1 dated September 20, 1985) contains the following table which guides immediate supervisors in administering any applicable penalties:

Nature of Offense	1st Offense	2nd Offense	3rd Offense
1. Attendance related offenses			
a. Unexcused tardiness. This includes delay in reporting at the scheduled starting time, returning from lunch and returning after leaving work station on official business.	Oral admonishment	Oral admonishment to 1-day suspension	Oral admonishment to 5-day suspension

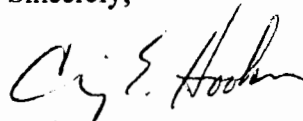
4th offense may warrant 5-day suspension to removal.			
b. Absence without leave (AWOL). These penalties generally do not apply to AWOL charged for tardiness of 1.2 hours or less. (See 1a above.) The AWOL offense includes leaving the work station without permission. Penalty depends on length and frequency of absences. If absence exceeds 5 consecutive work days, employee may be removed at anytime.	Written reprimand to 5-day suspension	1-day to 14-day suspension	5-day suspension to removal
c. Failure to follow established leave procedures	Written reprimand to 5-day suspension	1-day to 5-day suspension	5-day suspension to removal

Below is the information for fiscal years 2008-2013:

Fiscal Year	Annual Number of AWOL Hours	Number of Employees with AWOL Hours	Number of Employees at EPA for each year	Annual Number of Hours Worked by EPA Employees
2008	10,531	91	17,361	35,109,475
2009	10,208	95	17,569	32,105,955
2010	7,473	86	17,615	34,355,865
2011	8,014	103	17,623	36,113,479
2012	13,193	90	17,384	35,528,514
2013	4,209	62	16,051	33,056,710

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Carolyn Levine in the EPA's Office of Congressional and Intergovernmental Relations at Levine.carolyn@epa.gov or (202) 564-1859.

Sincerely,



Craig E. Hooks
Assistant Administrator

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United States Senate

COMMITTEE ON
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 WASHINGTON, DC 20510-6250

RICHARD J. KESSLER, STAFF DIRECTOR
 KEITH B. ASHDOWN, MINORITY STAFF DIRECTOR

March 18, 2014

Via Electronic Transmission

The Honorable Regina A. McCarthy
 Administrator
 U.S. Environmental Protection Agency
 William Jefferson Clinton Federal Building
 1200 Pennsylvania Avenue, NW
 Washington, DC 20460

Dear Administrator McCarthy:

I write to you today regarding an issue that has recently come to my attention involving the U.S. Environmental Protection Agency, (EPA) Office of Homeland Security (OHS) and the EPA Office of Inspector General (OIG). I understand that the OHS coordinates the EPA's implementation of homeland security tasks and initiatives while also working closely with the White House Homeland Security Council, the U.S. Department of Homeland Security (DHS), the Federal Bureau of Investigation (FBI), among other federal agencies.

According to the information obtained by my office, OHS officials have failed to comply with OIG requests for information on multiple occasions, despite the OIG's statutory authority to oversee the EPA.¹

One recent situation between OHS personnel and the OIG's office was highlighted in a letter from the OIG to Senator Vitter.² According to the letter, during the course of an OIG Office of Investigations administrative investigation an employee assigned to the OHS allegedly threatened the OIG special agent thus preventing the OIG from conducting their official duties. Concern over this incident led the Federal Protective Service to conduct a criminal investigation which found facts to support an assault charge, yet the referral for prosecution was declined by the U.S. Attorney's Office for the District of Columbia.³

In connection with the above incident, OIG employees heard individuals within EPA's Office of General Counsel allegedly telling EPA employees that they did not need to talk with

¹ According to The Inspector General Act of 1978, the OIG is authorized to have access to all records, reports, audits, reviews, documents, papers, recommendations, or other material available.

² Letter from the U.S. Environmental Protection Agency Office of Inspector General to Ranking Member David Vitter. Feb. 24, 2014.

³ *Id.*

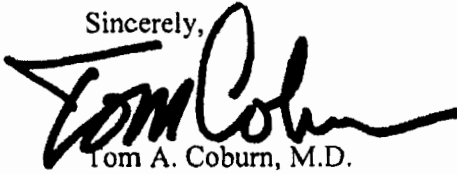
the OIG agents. I also understand that non-disclosure agreements were issued to EPA employees thus preventing employees from cooperating with OIG investigations.

These events and alleged actions by the EPA are of concern. As the ranking member of the Homeland Security and Governmental Affairs Committee, with jurisdiction over matters concerning the Offices of Inspector General, I have a duty to conduct oversight of this matter. Therefore, in an effort to better understand what the OHS does on a daily basis and the EPAs actions toward the OIG please respond to the following questions:

- 1) How many people are employed at the OHS?
- 2) Are any employees of the OHS full-time federal officers with arrest and firearm authority?
- 3) Does the OHS investigate EPA employees? If so, how many OHS investigations have been completed since 2008?
- 4) Does the OHS coordinate with the OIG on investigative findings?
- 5) Provide all Memorandum of Understanding (MOUs) between the OHS and other federal agencies. Please include the MOU between the FBI and the OHS dated July 11, 2012.
- 6) Provide all non-disclosure agreements between other federal agencies and OHS employees.
- 7) Did the OHS ever consult with the OIG regarding the use of MOUs and/or non-disclosure agreements?
- 8) As the EPA Administrator, have you or anyone in the Office of General Counsel told EPA employees not to talk or cooperate with OIG agents?
- 9) Does the OHS provide reports and/or memorandums to your office? If so, were any reports and/or memorandums produced regarding the alleged assault of an OIG agent by an OHS employee referred to above? If so, please provide those documents.
- 10) Provide the May 1, 2012 memorandum from the Office of Enforcement and Compliance Assurance (OECA) regarding the OHS.

Thank you for your attention to this matter. Please provide a written response by no later than April 4, 2014. If you have any questions regarding this letter, please contact Brian Downey of my Committee staff at (202) 224-4751 or brian_downey@hsgac.senate.gov.

Sincerely,



Tom A. Coburn, M.D.
Ranking Member

cc: The Honorable Thomas R. Carper
Chairman
U.S. Senate Committee on Homeland Security and Governmental Affairs

The Honorable David Vitter
Ranking Member
U.S. Senate Committee on Environment and Public Works

The Honorable Arthur A. Elkins Jr.
Inspector General
U.S. Environmental Protection Agency

The Honorable Phyllis K. Fong
Chair
Council of the Inspectors General on Integrity and Efficiency



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN 6 2014

OFFICE OF THE
ADMINISTRATOR

The Honorable Tom A. Coburn, M.D.
Ranking Member
Committee on Homeland Security and Governmental Affairs
United States Senate
Washington, DC 20510

Dear Senator Coburn:

Thank you for your March 18, 2014, letter concerning the role of EPA's Office of Homeland Security (OHS) and its interactions with the Office of Inspector General (OIG).

After the events of September 11, 2001, President Bush tasked every agency to do its part to protect our national security. In 2003, then-Administrator Christine Todd Whitman established the Office of Homeland Security to execute EPA's homeland security functions, including helping to ensure the safety of our national water infrastructure and playing a key role in emergency response and recovery, in particular for events involving hazardous materials.¹ In October 2005, then-Administrator Stephen Johnson merged EPA's previously-existing intelligence functions into OHS. OHS has since performed EPA's homeland security and intelligence functions, serving as a liaison with the intelligence community in support of those functions. In May 2006, then-Administrator Johnson created the position of Associate Administrator for Homeland Security within the Office of the Administrator, expanding the role of OHS to enable a senior official to assume responsibility for EPA's planning, prevention, preparedness, and response to incidents of national significance, and to provide agency-wide policy, guidance and direction, and recommendations for resources on matters of homeland security. In order to adequately support this portfolio, two intelligence staff positions were added to OHS.²

The incident involving OHS and OIG you reference in your letter was raised in a recent hearing before the Committee on Oversight and Government Reform in the House of Representatives, including testimony from Deputy Administrator Bob Perciasepe. As Mr. Perciasepe stressed in that hearing, the work of the OIG to conduct audits and investigations relating to the programs and operations of EPA, including OHS, is extremely important to the agency and to the public. Mr. Perciasepe also emphasized the expectation that all EPA employees cooperate fully with the

¹ Memorandum from Administrator Christine Todd Whitman to all EPA employees (Feb. 6, 2003).

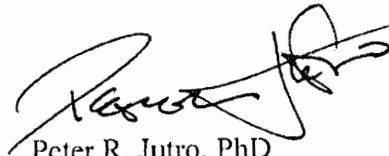
² As is still the case today, the OHS intelligence staff was then comprised of a Senior Intelligence Advisor, filled by a GS-0132-15 series employee, two intelligence specialists, who are GS-0132-14 employees, and a Special Agent who is a GS-1811-14 employee.

OIG as they carry out their mission of investigating waste, fraud and abuse. Finally, as Mr. Perciasepe testified, at the recommendation of our Inspector General, the incident was referred through the Council of Inspectors General on Integrity and Efficiency to the Department of Defense Inspector General for review, and we anxiously await the report.

Additionally, progress is being made to improve the relationship between the offices. On May 16, 2014, Administrator McCarthy held a meeting with the principals from each office as well as representatives of the Federal Bureau of Investigation (FBI) to set the framework for a working relationship among OHS, OIG and the FBI on matters involving national security and counter-intelligence.³ Since then, staff from OHS, OIG and others are moving forward on this important issue.

Thank you again for your letter. If you have further questions, please contact me or your staff may contact Carolyn Levine in the EPA's Office of Congressional and Intergovernmental Relations at Levine.carolyn@epa.gov or (202) 564-1859.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter R. Jutro", with a stylized flourish at the end.

Peter R. Jutro, PhD
Acting Associate Administrator
for Homeland Security

Enclosures

³ See enclosed Memorandum of Understanding between OHS and FBI, as well as blank versions of the non-disclosure agreements utilized by the FBI when seeking confidentiality from EPA employees.

MEMORANDUM OF UNDERSTANDING
BETWEEN FEDERAL BUREAU OF INVESTIGATION AND U.S. ENVIRONMENTAL PROTECTION AGENCY
COUNTERINTELLIGENCE REFERRALS

I. **Parties**

The Federal Bureau of Investigation (FBI) is responsible for conducting counterintelligence within the United States and coordinating foreign counterintelligence with other members of the intelligence community to preserve national security interests. E.O. 12333, Parts 1.3(b)(20)(A) and 1.7(g) (2008). The U.S. Environmental Protection Agency (EPA), a federal executive agency, is charged with lawfully preparing, using, and sharing intelligence within the U.S. government to protect national security interests. E.O. 12333, Parts 1.1 and 1.5 (2008). EPA's Office of Homeland Security (OHS) is responsible for leadership and coordination of all national security intelligence, counterintelligence, and counterterrorism activities within the agency and serves as the principal EPA liaison to the U.S. intelligence community.

II. **Purpose**

FBI/Counterintelligence Division (CD) and EPA/OHS recognize that national security responsibilities are held within the traditional intelligence community (IC) as well as within executive branch agencies not traditionally associated with the IC. FBI and EPA aspire to set forth through this non-binding Memorandum of Understanding (MOU) the basic roles and responsibilities each party intends to undertake on matters of mutual interest. Specifically, pursuant to 50 U.S.C. 402a (e), Executive Order 12333 §1.1 (2008), FBI and EPA intend to fully cooperate to protect national security interests from foreign and insider threats. This MOU seeks, by this collaboration, to augment the individual capabilities of FBI and EPA to protect the security of our national interests.

III. **Authorities**

This MOU will be interpreted and implemented in accordance with applicable provisions of constitutional, statutory, and regulatory law, executive orders, presidential directives, Attorney General Guidelines, intelligence community directives (ICD), intelligence community policy guidance (ICPG), intelligence community policy memoranda (ICPM), and FBI or EPA internal orders and procedures. The enforcement of all criminal laws affecting, involving, or relating to the national security is under the jurisdiction of the FBI. The Attorney General has determined that all criminal cases directed against the security of our nation, as well as collateral offenses, must be supervised by the Assistant Attorney General of the National Security Division.

IV. **Scope**

This MOU's focus is to detect, counter, and prevent treason, espionage, and related activities; the loss or compromise of classified information, especially as it relates to EPA facilities, property, infrastructure, employees, information/data, research, operations, or subjects of regulation, enforcement, and compliance activities nationwide. Activities undertaken collaboratively will include counterintelligence, and national security inquiries, investigations, information-sharing, notice, referrals, and related activities.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not a party to this MOU, against FBI or EPA, their officers or employees, or any other person or entity. This MOU does not direct or apply to any person or entity outside FBI and EPA.

V. Definitions

"Intelligence," "Foreign Intelligence," "Counterintelligence," and "Intelligence related to national security" are defined as set forth in the National Security Act of 1947, as amended, 50 U.S.C. § 401a.

"EPA employee" is defined as an individual performing work on behalf of EPA or having access to EPA information or physical space, including, but not limited to, contract employees, grantees, special government employees, detailees or assignees from other agencies or organizations, student interns or clerks, career appointees, and political appointees.

"Foreign power" or "Agent of a foreign power" are defined as in the Foreign Intelligence Surveillance Act of 1978, as amended, 50 U.S.C. § 1801(a)-(b).

"Party" is defined as a signatory to this MOU and that party's successor(s), on behalf of all entities that the party heads, manages, supervises, or represents.

"Will" as used throughout this MOU is defined as "aspires to," "intends to," "resolves to," "plans to," or "expects to," in the sense of a statement of future intent that is aspirational in nature and non-binding on any party.

VI. Antideficiency Act

As required by the Antideficiency Act, 31 U.S.C. § § 1341, 1342 (2011), all statements of intention made by FBI and EPA in this MOU are subject to the availability of appropriated funds and budget priorities. Nothing in this MOU in and of itself obligates FBI or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations. Any transaction involving the transfer of funds between the parties to this MOU will be undertaken in accordance with applicable law, regulation, and procedures under separate written agreement.

VII. Interagency Assistance, Coordination, and Cooperation

A. General

Primary day-to-day coordination of this MOU will take place between FBI Headquarters and EPA Headquarters. As the activities stemming from this MOU increase, contacts will be developed between FBI and EPA in a given regional locality. To this end, in conjunction with FBI Headquarters, EPA/OHS will initiate and maintain relationships with appropriate FBI Field Offices that have counterintelligence responsibilities in areas where EPA regional offices are located.

B. EPA Assistance to FBI

EPA/OHS will fulfill its obligations under Section 811 of the 1995 Intelligence Authorization Act, as amended, 50 U.S.C. § 402a(e), by immediately notifying FBI of indications that classified information is being or may have been disclosed to a foreign power or agent of a foreign power. Such "811 referral" will be made in writing (unless exigencies require oral notice initially) by EPA/OHS to the FBI CD's CD-4 Front office. Once the FBI commences an investigation, by law, EPA may not conduct a polygraph examination, interrogate, or otherwise take any action that is likely to alert an employee who is the subject of a counterespionage referral under § 402a(e), without prior consultation with the FBI. EPA/OHS will further hold in abeyance any additional inquiry until FBI/CD makes a determination whether to open an investigation. If FBI opens an investigation, EPA will continue to hold in abeyance any further inquiry to avoid prejudicing any FBI investigation, prosecution, or other actions. If FBI declines to open an investigation or makes no decision within thirty (30) calendar days, EPA will contact FBI/CD to provide notice of and/or coordinate with FBI any further inquiry or investigation. EPA will also immediately inform FBI of any material changes that may warrant reconsideration of FBI's initial determination.

C. FBI Assistance to EPA

1. Upon a referral by EPA pursuant to Section VII. B1, above, FBI/CD will, as appropriate and feasible, coordinate with EPA/OHS on any further actions to be taken by EPA/OHS. FBI/CD will further, as appropriate and feasible, keep EPA/OHS informed of the status of FBI's investigation.
2. Upon receipt of an 811 referral, as described in section VII. B2., above, FBI will notify EPA/OHS in writing (unless exigencies require oral notice initially), generally within thirty (30) calendar days.
3. When feasible, FBI/CD will notify EPA/OHS of information deemed by FBI to have foreign intelligence or counterintelligence significance or interest. FBI will, as appropriate and feasible, coordinate with EPA/OHS on any further actions to be taken by EPA/OHS. Further, FBI will, as appropriate and feasible, keep EPA/OHS informed of the status of FBI's investigation, and will, as appropriate and feasible, notify EPA/OHS prior to the initiation of any electronic surveillance, pursuant to the Foreign Intelligence Surveillance Act, 50 U.S.C. § 1801 et seq., as amended, as it concerns EPA facilities, employees, or visitors.

D. Interagency Sharing/Cooperation

Requests by FBI for specialized equipment, technical assistance, briefings, analytical reports, personnel, or specialized training concerning matters within the scope of this MOU will be made to EPA/OHS for coordination and approval, as appropriate.

Requests by EPA for specialized equipment, technical assistance, briefings, analytical reports, personnel, or specialized training concerning matters within the scope of this MOU will be made to FBI/CD for coordination and approval, as appropriate.


VIII. Privacy

The Parties acknowledge that the information involved in this MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

IX. Implementation/Modification/Termination


This MOU becomes effective upon signature of the parties below and will remain in effect for a period of five (5) years. This MOU may be extended or modified at any time with the mutual written consent of the parties. A party may in addition at any time terminate its participation in this MOU by providing sixty (60) days written notice to the other party.

For FBI:



C. Frank Figliuzzi
Assistant Director
Counterintelligence Division
Federal Bureau of Investigation
Office of Homeland Security

For EPA:



Debbie Y. Dietrich
Associate Administrator
Office of Homeland Security
U.S. Environmental Protection Agency

Date: 6.29.2012

Date: 7-11-2012



gation

In Reply, Please Refer to
File No.



A Century of Fidelity, Bravery, and Integrity

U.S. Department of Justice
Federal Bureau of

Non-Disclosure Agreement

The undersigned acknowledges being informed by Special Agent(s) of the Federal Bureau of Investigation (FBI) that the information to be discussed pertains to a sensitive national security matter, and the undersigned agrees not to discuss or disclose the information or the contents or substance of any related conversations and/or meetings to anyone without the express consent of the FBI.

Printed Name: _____

Date of Birth: _____

Signature: _____

Date: _____

Witnessed By: _____

Witnessed By: _____

SENSITIVE INFORMATION NONDISCLOSURE AGREEMENT

**An Agreement between _____
and the Federal Bureau of Investigation (FBI) regarding the following activities:**

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive information from FBI investigations as required to perform my duties. As used in this Agreement, sensitive information is marked or unmarked information, including, but not limited to, oral communications, the disclosure of which may compromise, jeopardize or subvert any investigation. Sensitive information also includes information relating to closed investigations, the disclosure of which might compromise, jeopardize or subvert other law enforcement activities or investigations. I understand and accept that by being granted access to this sensitive information, special confidence and trust shall be placed in me by the FBI.

2. I hereby acknowledge that I have received an indoctrination concerning the nature and protection of sensitive information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of sensitive information may cause irreparable damage to FBI investigations and that I will never divulge sensitive information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the FBI to receive it; or (b) I have been given prior written notice of authorization from the FBI that such disclosure is permitted. I understand that if I am uncertain as to the sensitive nature or status of information, I am required to confirm from an authorized official that the information may be disclosed prior to disclosure of this information.

4. I have been advised that any breach of this Agreement may result in the termination of my relationship with the FBI. In addition, I have been advised that any unauthorized disclosure of information by me may constitute a violation or violations of United States criminal laws, including Title 18, United States Code, or may lead to criminal prosecution for obstruction of lawful government functions. I realize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I understand that all sensitive information to which I have access or may obtain access by signing this agreement is now and will remain the property of, or in the control of the FBI unless otherwise determined by an authorized official or final ruling in a court of law. I agree that I shall return all sensitive materials which have or may come into my possession, or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; or (b) upon the conclusion of my relationship with the FBI, whichever occurs first.

6. I understand that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 12958; Section 7211 of Title 5, U.S.C. (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the FBI Whistleblower Protection Act (5 U.S.C. 2303, 28 C.F.R. Part 27) (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by federal law does not constitute public disclosure or declassification, if applicable, of such information.

7. Unless and until I am released in writing by an authorized representative of the FBI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to the sensitive information and at all times thereafter.

8. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

9. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this agreement. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.

10. I have read this Agreement carefully and my questions, if any, have been answered.

Signature _____ Date _____

Organization (if contractor, provide name and address):

The briefing and execution of this Agreement was witnessed by _____
(Type or Print Name)

Signature _____ Date _____

SECURITY DEBRIEFING ACKNOWLEDGMENT

I reaffirm that the provisions of the Federal criminal laws applicable to the safeguarding of sensitive information have been made available to me; that I have returned all sensitive information in my custody; that I will not communicate or transmit sensitive information to any unauthorized person or organization; that I will promptly report to the FBI any attempt by an unauthorized person to solicit sensitive information, and that I have received a debriefing regarding the security of sensitive information.

Signature _____ Date _____

Name of Witness (Type or Print) _____

Signature of Witness _____ Date _____